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**EXHIBIT 1-N**

**Legal Observation Support Services**

# Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 1 to Contract Work Authorization Matter No. 1907637 dated July 1, 2019 (the "CWA") issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 dated January 13, 2017 (the "MSA") between the below-named Contractor ("Contractor"), and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	PricewaterhouseCoopers, LLP	This Change Order consists of 13 pages.
Contractor's Address:	300 Madison Avenue New York, NY 10017	

Project Name: CDS E-Discovery Observation Support Services - Camp Fire (Phase 2)

Job Location: San Francisco

**CHANGES:** The Parties hereby modify the Contract Work Authorization referenced above as follows:

1. The Total Value of the CWA is increased by \$390,000 from \$430,000 to new contract total of \$820,000
2. See attached Statement of Work.
3. Term: Required Start Date August 1, 2019 through Required Completion Date October 25, 2019.
4. ALL WORK PERFORMED UNDER THIS CONTRACT IS AT THE DIRECTION OF THE PG&E LAW DEPARTMENT. ACCORDINGLY, ALL COMMUNICATIONS REGARDING THIS WORK ARE INTENDED TO BE PRIVILEGED AND CONFIDENTIAL. ALL RESULTS PERTAINING TO WORK PERFORMED UNDER THIS CONTRACT SHALL BE SUBMITTED TO THE PG&E LAW DEPARTMENT.
5. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

**ATTACHMENTS:** The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment 1: Legal Vendor Discovery Support Services CWA – Phase 2, pages 1-5

PRICING CHANGES:	Previous Total CWA Value:	\$430,000
	Addition or Deduction:	\$390,000
	Revised Total CWA Value:	\$820,000

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS, LLP	
Signature		Signature	
Name	Charles R. Middlekauff	Name	Sarah Nolt
Title	Assistant General Counsel	Title	Principal
Date	9/11/2019	Date	9/5/2019



ADMINISTRATION			
PG&E Negotiator	Elizabeth A. Collier	Contractor Representative	Sarah Noltan
Phone	(415) 973-4620	Phone	
Email:	EACp@pge.com	Email:	sarah.noltan@pwc.com
Accounting Reference	Submit Invoices Electronically via the Collaborati e-billing system. PG&E's Billing Coordinator is GenlCnslLawPaymentProcessingGroup@pge.com.		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	

[REDACTED]

This Contract Work Authorization (CWA) dated September 5, 2019 outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "client") with PricewaterhouseCoopers LLP ("PwC" or "Consultant" or "Contractor") to perform the services described below ("Services").

The governing Master Services Agreement ("MSA") for this work is the Master Services Agreement #4400011341 executed on January 17, 2017 and supersedes all other oral and written representation, understandings, or agreements relating to the subject matter hereof.

## **Contract Work Authorization**

### **Legal Vendor Discovery Support Services**

#### **I. Overview**

Consultant has been requested to conduct the following:

- **Assist PG&E Law in Communicating and Monitoring the eDiscovery Third Party Vendor's Process Improvement Initiatives**
  - PwC, will provide support services to PG&E Law Department ("PG&E Law") in the context of its work with its eDiscovery vendor [REDACTED] relating to the suggestions arising from PwC's Baseline Observations.
- **Project Management Supplemental Capacity Support**
  - PwC, in conjunction with and under the guidance and direction of PG&E Law, will provide supplemental capacity project management support, including developing and project managing the Third Party Vendor's progress along the PG&E Law approved project plans. PwC will not be responsible for the Third Party Vendor's project performance.

These activities will be performed in conjunction with and under the guidance and direction of PG&E Law.

#### **II. Scope of Services**

- **Assist PG&E Law in Communication and Monitoring eDiscovery Third Party Vendor's Process Improvement Initiatives**
  - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
  - [REDACTED]
    - [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

- **Project Management Supplemental Capacity Support**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

In addition to the identified work activities for the above project, PG&E may at times request additional support from Consultant specifically related to the supplemental capacity project management support. PG&E and PwC will discuss and agree upon the scope of any such additional activities, to be set forth in a Change Order to this CWA.

PwC is not providing legal advice or legal opinions in this engagement. PG&E will obtain such advice or opinions from its attorneys.

### **III. Deliverables**



[REDACTED]

In the event PG&E Law requests Consultant to prepare deliverables for PG&E's sole use, Consultant shall prepare deliverables in conjunction with PG&E and such will be intended to be treated solely as PG&E's own property as set forth in the CWA. PG&E will review such deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use.

Expected deliverables for this CWA include:

- [REDACTED]
- [REDACTED]
- [REDACTED]

#### **IV. Anticipated Timeframe**

The period of performance for this work is August 1, 2019 through October 25, 2019. Actual weekly staff loading may change to meet client demands.

#### **V. Overall Key Assumptions**

The scope of services and deliverables as defined in **Section II** and **Section III** of this CWA will be performed at the direction of PG&E Law.

- To be successful, this project must be conducted with PG&E Law and Third Party vendor's active participation.
- PwC understands that PG&E Law will be responsible for:
  - Appointing a PG&E Executive Sponsor.
  - Providing dedicated PG&E internal resource to coordinate and lead specific activities, provide guidance and direction to Consultant with relation to the scope of services as described within **Section II** of this CWA.
  - Setting meeting cadence for PwC, PG&E Law and any other key stakeholders from PG&E or Third Party Vendor that PG&E Law deems necessary to include in order to discuss status of scope of services and/or deliverables as defined in **Section II** and **Section III** of this CWA.
  - [REDACTED]
  - [REDACTED]
  - Facilitating Third Party vendor's execution of PwC's standard third party release prior to PwC beginning work under this CWA.
- PwC understands that Third Party Vendor will be responsible for providing:
  - Dedicated Third Party vendor's resources to provide PwC with applicable information as defined within **Section II**, including:
    - [REDACTED]

- [REDACTED]
- Third Party vendor will provide PwC with timely applicable information in order for PwC to deliver on the scope of services and deliverables as defined within **Section II** and **Section III** of this CWA.
- [REDACTED]
- PwC and PG&E also agree to the following:
  - PwC will be required to be located on-site [REDACTED]
  - PwC will not prepare any deliverables or work product for or on behalf of Third Party Vendor;
  - [REDACTED]
  - PwC will not be responsible for Third Party vendor's performance or progress as it relates to Wildfire Discovery Services when meeting PG&E Law's requested deadlines and goals; and
  - PwC will be acting in a project management capacity solely for PG&E under the direction and guidance of PG&E Law only and will not be responsible for the outcome of Third Party vendor's performance of its services performed for PG&E [REDACTED]

Any additional requests for assistance beyond the scope of services described herein at **Section II** will be discussed and confirmed with PG&E Law, and is not included in the cost and time estimates set forth in this CWA.

#### **VI. Team/Resource Description**

[REDACTED]

- [REDACTED] shall provide project oversight and guidance, help ensure that the right Consultant resources are available, and provide strategic advice and recommendations to PG&E.
- Consultant shall provide additional team members at the Associate through Director level to perform the Services and Deliverables in accordance with the specifications set forth in this CWA.

#### **VII. Professional Fees and Expenses**

- Professional Fees are on a fixed fee basis [REDACTED]
- Expenses have not been included in the fixed fee basis and shall be billed as incurred in accordance with the MSA.

Consultant will notify PG&E Law in advance if staff loading required will exceed budgeted resource levels, which may require a change order to this CWA.

#### **VIII. Other Items**

- The parties hereby agree that PwC may subcontract the Services to its wholly-owned subsidiary, PricewaterhouseCoopers Advisory Services LLC.
- PwC's Materials and PwC's fees and fee structure is PwC's Confidential Information.
- PG&E shall indemnify and hold PwC harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or Deliverables under this CWA, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or Deliverables.
- If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for PG&E, PG&E will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.
- Contractor understands that PG&E seeks to have the attorney work product doctrine, attorney-client or other privilege apply to some or all of the Services and Deliverables. PG&E and its Law Department are solely responsible for managing the establishment and maintenance of any such privilege or protection.
- Contractor makes no representation as to whether the attorney work product doctrine or the attorney-client privilege will apply, as the applicability of the doctrine and privilege are legal questions. However, Contractor agrees to assist PG&E and its Law Department in preserving the confidentiality of the information received or provided in connection with the Services contemplated herein in a manner consistent with preserving an attorney-client privilege.



## EXHIBIT B

**Electronic Billing System.** PG&E utilizes an electronic billing system. You agree to abide by the terms of use for such system. PG&E will only accept your invoices in electronic format, any mailed invoice will be returned unpaid.

**One Matter Per Statement.** Unless otherwise directed by PG&E, you must bill separately for each case or matter assigned to you. Statements must be sent electronically on a monthly basis. Statements must be sent within thirty (30) days after the close of the month in which the services were rendered. Invoices will be paid within thirty (30) days of receipt.

**Invoice Requirements.** In order to process your statements, PG&E requires that every monthly statement transmitted via Collaborati adhere to standard LEDES invoice requirements, including:

- The case or matter name and PG&E's matter number;
- The calendar month covered by the statement (each month of service must be separately submitted);
- Name and job title (e.g., paralegal) of each timekeeper on each date work is done;
- Time must be billed in increments required by Collaborati, for each date work is done;
- Written description of work done on each date together with the corresponding ABA/ACCA task-based billing codes sometimes known as the UTBMS (Uniform Task Based Management System) codes;
- Hourly rates for each timekeeper;
- Disbursements; and
- Total amount billed.



## PG&E Billing & Expense Codes

Please utilize the following Codes for all invoicing.

### **Bankruptcy Code Set:**

- B110 Case Administration
- B120 Asset Analysis and Recovery
- B130 Asset Disposition
- B140 Relief from Stay/ Adequate Protection
- B150 Meetings of and Communications with Creditors
- B160 Fee/Employment Applications
- B170 Fee/Employment Objections
- B180 Avoidance Action Analysis
- B185 Assumption/Rejection of Leases and Contracts
- B190 Other Contested Matters
- B195 Non-Working Travel
- B210 Business Operations
- B220 Employee Benefits/Pensions
- B230 Financing/Cash Collections
- B240 Tax Issues
- B250 Real Estate
- B260 Board of Directors Matters
- B310 Claims Administration and Objections
- B320 Plan and Disclosure Statement
- B410 General Bankruptcy Advice/Opinions
- B420 Restructurings

### **Counseling Code Set:**

- C100 Fact Gathering
- C200 Researching Law
- C310 Client Counsel - Agreements
- C311 Client Counsel - Company Policy
- C312 Client Counsel - Stat/Reg/Judicial



C320 Infringement/Validity/Survey Studies  
C330 Tort Reform/Lobbying/Govt Affairs  
C340 Situation Management  
C341 Business Disputes  
C350 Contract/Form Development  
C360 Legal Awareness Training  
C361 Policy/Program Development

**Project Code Set:**

P100 Project Administration  
P210 Corporate Review  
P220 Tax  
P230 Environmental  
P240 Real and Personal Property  
P250 Employee/Labor  
P260 Intellectual Property  
P270 Regulatory Reviews  
P280 Other  
P300 Structure/Strategy/Analysis  
P400 Initial Document Preparation/Filing  
P500 Negotiation/Revision/Responses  
P600 Completion/Closing  
P700 Post-Completion/Post-Closing  
P800 Maintenance and Renewal

**Litigation Code Set:**

L110 Fact Investigation/Development  
L120 Analysis/Strategy  
L130 Experts/Consultants  
L143 Discovery - Identification and Preservation  
L160 Settlement/Non-Binding ADR  
L200 Pre-Trial Pleadings and Motions

- Pleadings
- Preliminary Injunctions/Provisional Remedies
- Court Mandated Conferences



- Dispositive Motions other than those listed below
- Other Written Motions and Submissions
- Class Action Certification and Notice

L241 Motion to Dismiss: Preemption

L242 Motion to Dismiss: Lack of Subject Matter Jurisdiction

L243 Motion for Summary Judgment: Kongros

L244 Motion for Summary Judgment: Causation

L245 Motion for Summary Judgment: Employment

L246 Motion for Summary Judgment: Recreational Use Immunity

L310 Written Discovery

- Drafting discovery requests
- Drafting written responses, including objections, to discovery requests
- Meeting and conferring with opposing parties
- Drafting Electronically Stored Information (ESI) protocols, clawback agreements, and protective orders
- Drafting mandatory written disclosures under FRCP 26

L330 Depositions

- Determining deponents, timing and sequences of depositions
- Preparing deposition notices and subpoenas
- Communicating with opposing parties regarding depositions
- Planning for and preparing to take depositions
- Preparing witnesses for deposition
- Drafting deposition summaries

L350 Discovery Motions

- Developing, drafting, responding to, and arguing all discovery motions, including motions for protective orders and motions to quash

L400 Trial Preparation and Trial

- Fact Witnesses
- Written Motions and Submissions
- Other Trial Preparation and Support
- Trial and Hearing Attendance
- Post-Trial Motions and Submissions
- Enforcement

L500 Appeal

- Appellate Motions and Submissions
- Appellate Briefs
- Oral Argument

L600 Identification

- Identifying potentially relevant information, where it is stored, and key players





- Interviewing custodians and analyzing responses

#### L610 Preservation

- Developing and executing a preservation strategy and plan
- Drafting and responding to preservation related communications, including legal holds and preservation demand letters
- Overseeing quality assurance and control of preservation activities

#### L620 Collection

- Developing collection strategy and plan
- Collecting potentially relevant information, including paper files, tangible items and electronically stored information
- Overseeing quality assurance and control of collection activities

#### L630 Processing

- Developing a processing strategy and plan
- Staging, preparing, and processing electronically stored information, or working with a vendor on the same activities
- Analyzing and developing culling criteria, including date filters and key words
- Performing early case assessments
- Training a predictive coding system
- Overseeing quality assurance and control of processing activities

#### L650 Review

- Developing a review strategy and plan
- Preparing a review platform
- Drafting review protocols
- Training reviewers
- Overseeing quality assurance and control of review activities

#### L653 First Pass Document Review

- Performing first pass document review such as determining relevancy, issue coding, tagging, and initial privileged determinations

#### L654 Second Pass Document Review

- Performing second pass quality control of data and documents coded for relevancy, issue codes, tagging, and initial privileged determinations during first pass review

#### L655 Privilege Review

- Performing final privilege review
- Preparing privilege logs

#### L656 Redaction

- Developing and implementing a redaction protocol
- Performing redactions

#### L670 Production

- Preparing document productions





- Overseeing quality assurance and control of production activities

#### L671 Conversion of ESI to Production

- Oversight of activities related to the TIFFing, bates stamping, endorsing, preparation of load files and deliverables to be provided as part of the production

#### L680 Presentation

- Preparing and displaying electronically stored information before audiences (at depositions, hearings, trials, etc.)

#### L800 Experts/Consultants

- Experts/Consultants
- Expert Discovery
- Expert Preparation for Trial

#### L900 Settlement Process

- Attendance at Mediations or other ADR conferences
- Preparations for these conferences
- Oral and written communications related to these conferences

#### Expense Codes:

E102 Outside printing

E107 Delivery services/messengers

E109 Local travel

E110 Out-of-town travel

E111 Meals

E112 Court fees

E113 Subpoena fees

E114 Witness fees

E115 Deposition transcripts

E116 Trial transcripts

E117 Trial exhibits

E118 Litigation support vendors

E119 Experts

E121 Arbitrators/mediators

E125 WMBE Sub-Contractor

E126 WMBE Administration Costs